U. S. v. *Straus Bros.*, 69 C. C. A. 201. The question was whether the defendants, importers, should pay duty on ping pong balls as celluloid, or as toys. The amount of the duty would be less if they were toys. The court said: "We cannot close our eyes to the fact that the game of ping pong is ordinarily played on a table which is of such a height that it would be difficult for children to play the game; that it is a game indulged in by adults, and one which requires a degree of skill not ordinarily possessed by children."

EVIDENCE—PUBLIC RECORDS OF ANOTHER STATE.—Action to recover for alleged negligence in transporting flax whereby a part of the flax was lost in transit. Plaintiff relied upon a discrepancy between the weight taken at the shipping point when the flax was loaded and the weight at the point of destination in Minnesota, as shown by the records in the office of the state weighmaster of Minnesota, who was required by law to keep such records. *Held*, that the records were admissible in evidence to show the weight of the flax at the point of destination. *Miller* v. *Northern Pac. R. Co.* (1908), — N. D. —, 118 N. W. 344.

That a public record is admissible in evidence whenever a duty exists to keep the record is well settled. 3 WIGMORE, EVIDENCE, § 1639; *Gaines* v. *Relf*, 12 How. 570; *Ferguson* v. *Clifford*, 37 N. H. 95. In accordance with the opinion in the present case the rule appears to be that an official statement made by a foreign officer is equally admissible with one made by a domestic officer. 3 WIGMORE, EVIDENCE, § 1633. That the duty is not recognized by the domestic law is immaterial, for it exists for the foreign officer.

GUARANTY—CHANGE IN PRINCIPAL CONTRACT—DISCHARGE OF GUARANTOR. —Plaintiff sold one S., a contractor without means of his own, a bill of lumber on the terms hereinafter mentioned. Defendant guaranteed the payment "for lumber—to be delivered free on board cars (at destination)—payment to be made within sixty days," etc. Plaintiff compelled S. to pay the freight, which amounted to seven per cent of the purchase price, and this amount was credited to him on the bill, leaving the amount guaranteed smaller by that amount. In an action on the guaranty, *held* (KERWIN, MARSHALL and TIMLIN, JJ., dissenting), that the payment of the freight was such a change in the principal contract as discharged the guarantor. *Chandler Lumber Co.* v. *Radke* (1908), — Wis. —, 118 N. W. 185.

The strict doctrine that any change in the principal contract discharges the guarantor is well illustrated by the comparatively early English case of *Whitcher* v. *Hall*, 5 B. & C. 269. There the plaintiff agreed to let the milking of thirty cows, and the defendant guaranteed the payment of the rent. He was held to be discharged by the fact that twenty-eight cows were given for a part of the year and thirty-two for the rest, making an average of thirty for the year, and the court was content to rest its decision on the ground that contract performed was not the identical one guaranteed, though the difference was admitted to be slight. "The question does not turn on